


An Evaluation of the Definition of Agreement in the Indonesian Civil Code and Implications for Legal Certainty in Economic Interactions of Indonesia

Afif Syafiuddin^{1*}, Muhammad Ali Alladuniah²

¹ Faculty of Law, Universitas Muria Kudus, Kudus, Indonesia.

² Faculty of Law, Universitas Diponegoro, Semarang, Indonesia.

 : afif.syafiuddin@umk.ac.id

Corresponding Author*



Abstract

Introduction: Article 1313 of the Indonesian Civil Code defines an agreement as an act by which one or more persons bind themselves to one or more other persons. This definition is often considered overly general and inadequate to reflect the complexities of modern society and economic dynamics.

Purposes of the Research: This research evaluates the legal understanding of agreements in Article 1313 of the Civil Code and analyzes its implications for legal certainty in economic interactions of Indonesia.

Methods of the Research: A normative juridical research method was employed, involving an analysis of legal literature, expert doctrines, and legal practices in Indonesia.

Results Main Findings of the Research: Findings indicate that the definition of an agreement in Article 1313 of the Civil Code is no longer relevant and leads to legal uncertainty in economic transactions, which hinders business and investment certainty. A more concrete and adaptive reformulation of the agreement's definition is necessary to address this gap, with the hope of increasing legal certainty in economic interactions, as well as supporting economic stability and growth in Indonesia.

Keywords: Agreement; Reformulation; Legal Certainty; Article 1313 of the Indonesian Civil Code.


Submitted: 2025-06-07

Revised: 2025-11-26

Accepted: 2025-11-27

Published: 2025-12-07

How To Cite: Afif Syafiuddin, Muhammad Ali Alladuniah. "An Evaluation of the Definition of Agreement in the Indonesian Civil Code and Implications for Legal Certainty in Economic Interactions of Indonesia." *Batulis Civil Law Review* 6 no. 3 (2025): 200-208. <https://doi.org/10.47268/ballrev.v6i3.3162>

Copyright © 2025 Author(s)  Creative Commons Attribution-NonCommercial 4.0 International License

INTRODUCTION

Agreements are a cornerstone of civil law, playing a crucial role in regulating legal relationships between parties in various transactions, whether at the individual, corporate, or governmental level. In Indonesia, agreements are fundamentally regulated by Article 1313 of the Indonesian Civil Code. This article defines an agreement as "an act by which one or more persons bind themselves to one or more other persons." This definition has served as the foundation for civil law practice in Indonesia for over a century.

However, with increasingly complex and diverse economic developments, the relevance of the definition of an agreement in Article 1313 of the Civil Code is increasingly being questioned. The main criticism is that this definition is too simplistic and inadequate to accommodate the various types of agreements present in modern economic interactions. The urgency for a legal overhaul is a paramount, given that a vague foundational law directly impacts the nation's economic competitiveness. This highly general definition is

considered to fail in encompassing essential elements such as consensus, reciprocal obligations, and good faith, which should be an integral part of any valid agreement.

The inability of Article 1313 of the Civil Code to reflect the dynamics and complexities of modern economic transactions has led to various legal problems, including legal uncertainty that can potentially harm the parties involved in transactions. This uncertainty, in turn, can hinder business activities and investment, as businesses require clarity and certainty in all their legal interactions. In an increasingly global and integrated economy, legal uncertainty can also diminish Indonesia's attractiveness as an investment destination¹.

Furthermore, the emergence of various types of agreements not explicitly regulated in the Civil Code, such as innominate agreements and technology-based digital agreements, further highlights the weaknesses of the existing definition². For example, electronic transactions and digital contracts have become commonplace in the business world, but are not fully accommodated by the definition of an agreement in the Civil Code. This situation creates a legal vacuum that risks leading to disputes and uncertainty in legal resolution.

Developments in modern civil law theory, both nationally and internationally, have also shown that a more flexible and specific approach is needed to address new challenges in economic interactions. Many legal scholars argue that a reformulation of the definition of an agreement in the Civil Code is imperative to enhance legal certainty, protect the interests of the parties involved, and support economic stability and growth in Indonesia.

Therefore, this research focuses on evaluating the legal understanding of agreements in Article 1313 of the Civil Code and its implications for legal certainty in economic interactions in Indonesia. The objective is to identify existing shortcomings in the definition, analyze its impact on legal and economic practice, and provide recommendations for a more adaptive reformulation of the legal understanding of agreements that aligns with contemporary needs. This is hoped to create a stronger and more relevant legal foundation for the dynamic and complex development of economic transactions in Indonesia³.

Building on the background presented, this research aims to answer the following questions: What are the shortcomings in the legal definition of an agreement according to Article 1313 of the Indonesian Civil Code? How do these shortcomings affect legal certainty in economic interactions in Indonesia? And what kind of reformulation of the agreement's definition is necessary to create better legal certainty? Specifically, this study seeks to identify and evaluate the weaknesses in the definition of an agreement within Article 1313 of the Civil Code, examine the implications of these definitional shortcomings for legal certainty in Indonesian economic interactions, and provide recommendations for a reformulation of the agreement's definition that better aligns with modern legal needs.

This research is expected to offer both theoretical and practical benefits. Theoretically, it will contribute to the development of agreement law theory in Indonesia. Practically, this research aims to provide useful recommendations for policymakers, academics, and legal practitioners in their efforts to improve legal certainty in economic transactions through a reformulation of the agreement's definition.

¹ Simanjuntak, T.S., *Kepastian Hukum dan Investasi di Indonesia*, (Jakarta: Raja Grafindo, 2008), p. 63

² Salim, H.S., *Perkembangan Hukum Kontrak Innominate di Indonesia: Teori dan Praktik*, (Jakarta: Sinar Grafika, 2015), p. 10

³ Sudikno, M., *Perkembangan Hukum Kontrak di Indonesia*, (Yogyakarta: Liberty, 2010), p. 47.

METHODS OF THE RESEARCH

The research method employed in this study is normative juridical. This approach focuses on examining statutory regulations, legal doctrines, and relevant theories to evaluate the legal definition of an agreement in Article 1313 of the Indonesian Civil Code. The steps involved in this research methodology include literature study to involves analyzing legal documents such as the Indonesian Civil Code and relevant secondary legislation (for example the information and Electronic Transactions Law for digital agreements), academic works, law journals, and other relevant legal literature. Normative analysis, This step entails interpreting relevant legal provisions, particularly Article 1313 of the Civil Code, by comparing them against contemporary legal practices and economic developments, supported by the doctrines and perspectives of legal experts. Conceptual approach to involves examining legal concepts of agreements from both national and modern international perspectives to understand the shortcomings of the current definition and the potential reformulations needed. This methodology aims to provide relevant recommendations for reformulating the legal understanding of agreements, drawing upon applicable legal theories and practices⁴. This methodology aims to provide relevant recommendations for reformulating the legal understanding of agreements, drawing upon applicable legal theories and practices. As this research employs a normative juridical method, sampling is conducted through the selection of relevant legal documents, literature, and legal practices. This sampling method utilizes a purposive sampling approach, focusing on documents and cases that are legally and academically relevant to the research's theme and objectives: evaluating Article 1313 of the Indonesian Civil Code and its impact on legal certainty in Indonesia⁵.

RESULTS AND DISCUSSION

Article 1313 of the Indonesian Civil Code defines an agreement simply as "an act by which one or more persons bind themselves to one or more other persons⁶." While this straightforward definition has served as the foundation for various economic transactions in Indonesia, it's now widely considered too general and failing to reflect the complexity of legal relationships in modern economic practice. The primary criticisms of this definition stem from its vagueness and overly broad nature. Article 1313 of the Civil Code doesn't include essential elements of an agreement, such as consensus, reciprocal obligations, or good faith. This omission leads to varying interpretations of agreements, which can often result in legal disputes. Furthermore, the definition in Article 1313 of the Civil Code doesn't reflect modern concepts of agreements that have evolved in contemporary civil law theory. These include principles like consensualism, the rights and obligations of the parties, and protection for the weaker party⁷. The inability of Article 1313 of the Civil Code to

⁴ Tunggal Ansari Setia Negara. "Normative Legal Research in Indonesia: Its Origins and Approaches." *Audito Comparative Law Journal* 4, no. 1 (2023) 1-9. <https://doi.org/10.22219/aclj.v4i1.24855>.

⁵ Sasongko, Andyka Kurniawan. "Penerapan Fungsi Hukum Jaksa Pengacara Negara Untuk Mewujudkan Kepastian Hukum, Keadilan, dan Kemanfaatan Dalam Perkara Perdata Dan Tata Usaha Negara (Berdasarkan Kajian Filsafat Hukum)." *JoLSIC: Journal of Law, Society, and Islamic Civilization* 10, no. 2 (2022) 105-121. <https://doi.org/10.20961/jolsic.v10i2.64943>.

⁶ Rafelya, Reffa, and LinaJamilah Jamilah. "Perjanjian Sewa Menyewa Tanah Hak Milik Tanpa Batas Waktu Antara WNI Dengan WNA Menurut Hukum Positif Indonesia." *Bandung Conference Series: Law Studies* 2, no. 2 (2022) 1224-1231. <https://doi.org/10.29313/bcsls.v2i2.3208>.

⁷ Herdianto, Suhadi, and Faisal Santiago. "Legal Principles of Agreements: A Foundation in Contract Establishment." *Proceedings of the 2nd International Conference on Law, Social Science, Economics, and Education, ICLSSEE 2022*, 16 April 2022, Semarang, Indonesia, 2022. <https://doi.org/10.4108/eai.16-4-2022.2320081>.

accommodate these concepts creates problems in legal application, particularly in the context of complex economic transactions⁸.

A. Weaknesses of the Legal Definition of Agreement in Article 1313 of the Indonesian Civil Code

The general nature and inherent dualism within the definition provided by Article 1313 of the Indonesian Civil Code lead to various negative implications in legal practice in Indonesia: First, Overly General Definition: The definition in Article 1313 of the Civil Code is exceedingly broad and lacks specific details regarding the essential elements an agreement must possess⁹. The use of the term "an act" in this definition is too encompassing and can cover a wide range of legal actions, leading to confusion. This lack of clarity renders the scope of an agreement overly broad, opening the door to diverse interpretations that can result in legal uncertainty. This can make it difficult for judges to interpret and enforce agreements, especially in complex cases. Second, Lack of Guidance on Consensualism: Article 1313 of the Civil Code does not explicitly include the element of consensualism, which is the principle that an agreement must be based on the free consent of the parties involved. The element of consensus is at the core of agreements in modern civil law. Without explicit recognition of consensualism, situations may arise where agreements are considered valid even if there is no genuinely free and sincere agreement from all parties¹⁰. As highlighted by scholars, the legal principles of agreements rely fundamentally on the meeting of minds and the freedom to contract, a foundation that the current definition fails to explicitly secure. Third, Lack of Regulation on Reciprocal Rights and Obligations: Article 1313 of the Civil Code does not clearly regulate the reciprocal rights and obligations that are typically part of an agreement. This regulation is crucial to ensure that the agreement binds both parties and that there is clarity regarding what each party must do. Without clear rights and obligations, parties may have differing interpretations of what is expected of them, which can lead to disputes¹¹. This lack of clarity can also prolong dispute resolution processes, increase legal costs, and reduce legal certainty. Fourth, Inability to Distinguish Between Nominate and Innominate Agreements: Article 1313 of the Civil Code to distinguish between nominate (named) agreements and innominate (unnamed) agreements create a legal vacuum and difficulties in adapting existing regulations to new types of agreements emerging with economic and technological developments. For example, the legal certainty of complex, high-volume transactions, such as Fintech Peer-to-Peer (P2P) Lending agreements, is undermined when they must be forced into the limited framework of the nominate agreement, leading to potential disputes over terms that are unique to the digital environment. Legal scholars, such as Salim, have long highlighted the need for a comprehensive framework for innominate agreement to support modern business realities¹².

⁸ Pilipsons, Edvards. "The Problematic Aspects of the Qualification of Complex Concepts." *Administratīvā Un Kriminālā Justīcija* 1, no. 93, (2022), 57-66. <https://doi.org/10.17770/acj.v1i93.5409>.

⁹ Rahayu, Tajqia Qalbu. "Kebijakan Standardisasi Helm Pengendara Motor Di Indonesia Ditinjau Dari *Technical Barriers to Trade Agreement* (TBT Agreement) GATT-WTO," *Padjajaran Law Review* 10, no. 2 (2022), 179-195. <https://doi.org/10.56895/plr.v10i2.1045>.

¹⁰ Polletta, Francesca. "Consensual Decision-Making." *The Wiley-Blackwell Encyclopedia of Social and Political Movements*, September 27, 2022. <https://doi.org/10.1002/9780470674871.wbespm049.pub2>.

¹¹ Srihandayani, Luisa. "Perspektif Yuridis Dan Praktis Perbedaan Wanprestasi Dan Perbuatan Melawan Hukum," *Jurnal Kawruh Abiyasa* 1, no. 2 (2022) 166-181. <https://doi.org/10.59301/jka.v1i2.22>.

¹² Wija Dharma, Kadek, I Nyoman Putu Budiarta, and Ni Made Puspasutari Ujianti. "Larangan Penguasaan Tanah Oleh Wna Melalui Perjanjian Nominee." *Jurnal Konstruksi Hukum* 3, no. 2 (2022) 246-251. <https://doi.org/10.55637/jkh.3.2.4806.246-251>.

Fifth, Lack of Protection for the Weaker Party: Article 1313 of the Civil Code does not provide specific attention to the protection of the weaker party in an agreement, such as consumers in sales agreements or workers in employment contracts. This protection is vital to maintain balance in contractual relationships. Without clear protection, the weaker party in an agreement might be trapped in disadvantageous agreements and find it difficult to claim their rights in court¹³. This issue is directly related to the theory of bargaining imbalance, where the lack of explicit legal safeguards for the less-powerful party (such as consumer in standardized agreement) leads to unjust outcomes. The definition's silence on this matter hinders the application of principles of fairness and equity in civil law practice.

Sixth, Failure to Accommodate Concepts of Force Majeure and Risk Allocation: The definition in Article 1313 of the Civil Code does not include provisions for force majeure (acts of God) or risk allocation. In many agreements, these provisions are crucial for determining what happens if one party cannot fulfill their obligations due to circumstances beyond their control. The inability to address issues arising from such uncontrollable conditions can create legal uncertainty and disputes that are difficult to resolve¹⁴. The ambiguity surrounding force majeure is particularly problematic in long-term commercial relationship like construction of agreements, where unforeseen events can lead to prolonged disputes over non-performance and liability, highlighting the need for explicit risk allocation principles within the foundational legal text.

B. Implications for Legal Certainty in Economic Interactions

Legal certainty is a cornerstone of any well-functioning legal system. The legal uncertainty stemming from weaknesses in Article 1313 of the Indonesian Civil Code negatively impacts Indonesia's investment and business climate. Ambiguity regarding the validity or interpretation of an agreement can lead to transaction delays, increased legal costs, and a loss of trust in the legal system¹⁵. This legal uncertainty escalates business risks, thereby diminishing Indonesia's appeal as an investment destination. Both domestic and international investors require legal certainty to ensure that their contracts and agreements will be honored and enforced in court¹⁶.

The weaknesses inherent in Article 1313 of the Indonesian Civil Code directly lead to significant implications for legal certainty in economic interactions within Indonesia. This lack of clarity creates an environment where: 1) Increased Risk of Disputes: When the foundational definition of an agreement is ambiguous, parties are more likely to have differing interpretations of their rights and obligations. This ambiguity escalates the potential for disagreements, leading to more frequent and complex legal disputes; 2) Hindered Business and Investment Certainty: Businesses thrive on predictability. If the legal framework for agreements is uncertain, businesses face higher risks, making them hesitant to engage in new transactions or make long-term investments. This can deter both domestic

¹³ Sari, Dewi Arnita. "Legal Protection of the Parties in Land Purchase Transactions through Underhand Agreements." *Jurnal Al-Dustur* 5, no. 2 (2022) 288-304. <https://doi.org/10.30863/aldustur.v5i2.2430>.

¹⁴ Hennings, W, Sarah A. Abdellatif, and Awad S. Hanna. "Proper Risk Allocation: Force Majeure Clause." *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction* 14, no. 1 (2022). [https://doi.org/10.1061/\(asce\)la.1943-4170.0000527](https://doi.org/10.1061/(asce)la.1943-4170.0000527).

¹⁵ Setiabudi, Wawan, and Pramandiyah Fitah Kusuma. "Legal Certainty as An Effort To Protect Customers Peer to Peer Lending Financial Technology in Indonesia." *KnE Social Sciences: 2nd Paris Van Java International Seminar on Health, Economics, Social Science and Humanities (PVJ-ISHESSH 2021)*, (2023) 673-678. <https://doi.org/10.18502/kss.v8i4.12960>.

¹⁶ Firmanda Abrian, Andika Kresna, and Hary Agus Suwandi. "Policies for Building the Investment Climate in Increasing Investment in Indonesia." *International Journal of Social Science and Education Research Studies* 3, no. 2 (2023) 273-279. <https://doi.org/10.55677/ijssers/v03i2y2023-07>.

and foreign investment, slowing economic growth; 3) Prolonged and Costly Dispute Resolution: Ambiguous legal definitions can lead to protracted court proceedings as judges grapple with interpreting vague provisions. This extends the time and increases the cost associated with resolving disputes, further burdening businesses and discouraging economic activity; 4) Reduced Trust in the Legal System: When the law fails to provide clear guidance and consistent outcomes, public and business confidence in the legal system diminishes. This can undermine the rule of law and create an environment where parties might seek alternative, less formal, and potentially less secure means of structuring their agreements; 5) Inflexibility in Accommodating Modern Transactions: The rigid and outdated definition struggles to encompass novel forms of agreements, such as those related to e-commerce, digital assets, and complex financial instruments. This forces new types of transactions into an ill-fitting legal mold, or leaves them without adequate legal recognition, creating legal vacuums and uncertainty; 6) Unfair Outcomes for Weaker Parties: Without clear legal provisions emphasizing elements like good faith and offering specific protections, parties with less bargaining power (e.g., consumers, small businesses) are vulnerable to exploitative contract terms. This can lead to unjust outcomes and erode fairness within economic interactions. In essence, the outdated definition of an agreement in Article 1313 of the Civil Code contributes to an environment of legal ambiguity, which in turn undermines the predictability and reliability essential for a thriving and stable economic landscape in Indonesia.

C. Recommendations for Reforming the Legal Definition of Agreements

To achieve greater legal certainty, the reformulation of the definition of an agreement in Article 1313 of the Indonesian Civil Code needs to incorporate several key elements more relevant to modern legal and economic dynamics. Here are some aspects that can be considered in this reformulation: 1) Inclusion of Consensualism: The definition of an agreement should explicitly include the element of consensus, or mutual agreement, between the contracting parties. This element emphasizes that an agreement is only valid if there is free consent from both parties regarding the terms and conditions stipulated in the agreement. This will help prevent legal disputes arising from allegations that an agreement was made without genuine and sincere consent; 2) Stipulation of Reciprocal Obligations: The definition of an agreement must reflect the existence of clear reciprocal obligations between the parties. These reciprocal obligations refer to the rights and duties arising from the agreement that must be fulfilled by each party. This will help ensure that an agreement is not merely a unilateral commitment, but creates fair and balanced responsibilities for all involved parties; 3) Protection for the Weaker Party: The reformulation of the agreement's definition should also consider protection for the weaker party in an agreement. This protection could take the form of clauses stipulating that agreements must not contain provisions that are detrimental or unfair to one party, especially if that party is in a less advantageous position, for example, due to limited access to information or an imbalance in bargaining power; 4) Recognition and Regulation of Innominate Agreements: The new definition must recognize the existence and validity of innominate (unnamed) agreements, which are not explicitly regulated by statute but arise from modern business practices. This includes digital agreements and other forms of contracts evolving with technology. This recognition will provide a clear legal framework for various types of agreements not yet covered by existing regulations, thereby offering better legal certainty; 5) Inclusion of the

Element of Good Faith: Good faith should be an integral part of the agreement's definition. This element requires parties to act honestly and fairly throughout the negotiation, formation, and execution of the agreement. This will help reduce the potential for abuse and ensure that agreements are carried out according to their original intent, as well as preventing violations of rights or fraud; 6) More Flexible and Adaptive Regulation: The reformulation of the agreement's definition must be sufficiently flexible to accommodate changes and developments in business and economic practices. This flexibility allows the law to remain relevant and effective in addressing innovation and new types of agreements that continuously emerge in society.

By adopting a reformulation that includes these elements, it is hoped that the definition of an agreement in the Civil Code will become more relevant to contemporary legal needs, thereby creating better legal certainty and supporting stability and economic growth in Indonesia.

CONCLUSION

This research highlights that Article 1313 of the Indonesian Civil Code, despite being the foundational definition for agreements in Indonesia for over a century, is outdated and inadequate for modern economic interactions. Its overly general and simplistic nature, lacking explicit mention of crucial elements like consensus, reciprocal obligations, good faith, and protection for weaker parties, leads to significant legal uncertainty. This ambiguity hinders effective contract interpretation and enforcement, increasing the risk of disputes, prolonging their resolution, and escalating associated costs. Furthermore, the current definition's inability to accommodate innominate and digital agreements creates a legal vacuum that undermines the predictability and reliability essential for a thriving business and investment climate in Indonesia. Ultimately, this legal uncertainty diminishes Indonesia's attractiveness for both domestic and international investors and can lead to unfair outcomes for contracting parties, to address the identified shortcomings and foster a more robust legal framework for economic interactions in Indonesia, we strongly suggest a comprehensive reformulation of the definition of an agreement in Article 1313 of the Civil Code. This revised definition should explicitly incorporate the following key elements: consensualism, reciprocal obligations, protection for the weaker party, recognition of innominate agreements, good faith and flexibility and adaptability. By implementing these reforms, this study provides practical recommendation for policymakers and academics, which can significantly enhance legal certainty in economic interactions, protect the interests of all parties, and foster a more stable and attractive environment for sustained economic growth and development in Indonesia.

REFERENCES

Abrian, Firmanda, Andika Kresna, and Hary Agus Suwandi. "Policies for Building the Investment Climate in Increasing Investment in Indonesia." *International Journal Of Social Science And Education Research Studies* 3, no. 2 (2023) 273-279. <https://doi.org/10.55677/ijssers/v03i2y2023-07>.

- Ansari Setia Negara, Tunggul. "Normative Legal Research in Indonesia: Its Originis and Approaches." *Audito Comparative Law Journal* 4, no. 1 (2023) 1-9. <https://doi.org/10.22219/aclj.v4i1.24855>.
- Dewi Arnita, Sari. "Legal Protection of the Parties in Land Purchase Transactions through Underhand Agreements." *Jurnal Al-Dustur* 5, no. 2 (2022) 288-304. <https://doi.org/10.30863/aldustur.v5i2.2430>.
- Dharma, Wija, Kadek, I Nyoman Putu Budiarta, and Ni Made Puspasutari Ujianti. "Larangan Penguasaan Tanah Oleh Wna Melalui Perjanjian Nominee." *Jurnal Konstruksi Hukum* 3, no. 2 (2022) 246-251. <https://doi.org/10.55637/jkh.3.2.4806.246-251>.
- Edwards, Pilipsons. "The Problematic Aspects of the Qualification of Complex Concepts." *Administratīvā Un Kriminālā Justīcija* 1, no. 93 (2022), 57-66. <https://doi.org/10.17770/acj.v1i93.5409>.
- Francesca, Polletta. "Consensual Decision-Making." *The Wiley-Blackwell Encyclopedia of Social and Political Movements*, September 27, 2022. <https://doi.org/10.1002/9780470674871.wbespm049.pub2>.
- H. S., Salim. *Hukum Kontrak : Teori dan Teknik Penyusunan Kontrak*, Jakarta: Sinar Grafika, 2019.
- H. S., Salim. *Hukum Kontrak Elektronik : E-Contract Law*, Jakarta: Rajawali Pers, 2021.
- Hennings, W, Sarah A. Abdellatif, and Awad S. Hanna. "Proper Risk Allocation: Force Majeure Clause." *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction* 14, issue 1, (2022). [https://doi.org/10.1061/\(asce\)la.1943-4170.0000527](https://doi.org/10.1061/(asce)la.1943-4170.0000527).
- Herdianto, Suhadi, and Faisal Santiago. "Legal Principles of Agreements: A Foundation in Contract Establishment." *Proceedings of the 2nd International Conference on Law, Social Science, Economics, and Education, ICLSSEE 2022*, 16 April 2022, Semarang, Indonesia, 2022. <https://doi.org/10.4108/eai.16-4-2022.2320081>.
- Luisa, Srihandayani. "Perspektif Yuridis Dan Praktis Pembedaan Wanprestasi Dan Perbuatan Melawan Hukum," *Jurnal Kawruh Abiyasa* 1, no. 2 (2022) 166-181. <https://doi.org/10.59301/jka.v1i2.22>.
- M., Sudikno, *Perkembangan Hukum Kontrak di Indonesia*, Yogyakarta: Liberty, 2010.
- Miru, Ahmad, *Hukum Kontrak dan Perancangan Kontrak*, Depok : RajaGrafindo Persada, 2018
- Reffa, Rafelya, and Lina Jamilah Jamilah. "Perjanjian Sewa Menyewa Tanah Hak Milik Tanpa Batas Waktu Antara WNI Dengan WNA Menurut Hukum Positif Indonesia." *Bandung Conference Series: Law Studies* 2, no. 2 (2022) 1224-1231, <https://doi.org/10.29313/bcsls.v2i2.3208>.
- Sasongko, Andyka Kurniawan. "Penerapan Fungsi Hukum Jaksa Pengacara Negara Untuk Mewujudkan Kepastian Hukum, Keadilan, Dan Kemanfaatan Dalam Perkara Perdata Dan Tata Usaha Negara (Berdasarkan Kajian Filsafat Hukum)." *JoLSIC: Journal of Law, Society, and Islamic Civilization* 10, no. 2 (2022) 105-121, <https://doi.org/10.20961/jolsic.v10i2.64943>.

- Tajqia Qalbu, Rahayu. "Kebijakan Standardisasi Helm Pengendara Motor Di Indonesia Ditinjau Dari Technical Barriers to Trade Agreement (TBT Agreement) GATT-WTO," *Padjajaran Law Review* 10, no. 2, (2022), 179-195. <https://doi.org/10.56895/plr.v10i2.1045>.
- T. S., Simanjuntak,. *Kepastian Hukum dan Investasi di Indonesia*, Jakarta: Raja Grafindo, 2008.
- Wawan, Setiabudi, and Pramandiyah Fitah Kusuma. "Legal Certainty As An Effort To Protect Customers Peer To Peer Lending Financial Technology In Indonesia." *KnE Social Sciences: 2nd Paris Van Java International Seminar on Health, Economics, Social Science and Humanities (PVJ-ISHESSH 2021)*, (2023) 673-678. <https://doi.org/10.18502/kss.v8i4.12960>.

Conflict of Interest Statement: The author(s) declares that research was conducted in the absence of any commercial or financial relationship that could be construed as a potential conflict of interest,

Copyright: © AUTHOR. This work is licensed under a Creative Commons Attribution-NonCommercial 4.0 International License. (CC-BY NC), which permits unrestricted use, distribution, and reproduction in any medium, provided the original author and source are credited.

BATULIS Civil Law Review (*Batulis Civil Law Rev - Ballrev*) is an open acces and peer-reviewed journal published by Faculty of Law, Universitas Pattimura, Ambon, Indonesia.

